

## SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (the "**Amendment**") is by and between BCC UBC LLC, a Texas limited liability company ("**Landlord**") and Free Speech Systems, LLC, a Texas limited liability company ("**Tenant**").

**WHEREAS**, Landlord predecessor in interest St. Croix Capital Management Group, as authorized agent for the then owners of the Commercial Park ("**Original Landlord**"), and Tenant entered into that certain Lease dated June 9, 2008 (the "**Original Lease**") for the lease of certain premises more fully described in the Original Lease and known locally as 3019 Alvin Devane, Suite 350, Austin, Texas 78741 (the "**Original Leased Premises**").

**WHEREAS**, The Original Lease has been previously amended by that First Amendment to Lease Agreement dated effective July 10, 2009 (the "**First Amendment**"), by that Second Amendment to Lease Agreement dated effective January 22, 2010 (the "**Second Amendment**"), by that Third Amendment to Lease Agreement dated effective September 20, 2012 (the "**Third Amendment**"), and by that Fourth Amendment to Lease Agreement dated effective April 30<sup>th</sup>, 2015 (the "**Fourth Amendment**"), and by that Fifth Amendment to Lease Agreement dated effective November 2, 2016 (the Original Lease as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment is hereinafter referred to as the "**Original Lease**"). The Original Leased Premises have been previously expanded under the terms of the First Amendment and the Third Amendment. Landlord is the current successor landlord to the Original Landlord.

**WHEREAS**, Landlord and Tenant wish to further amend the Original Lease. The Original Lease as amended and confirmed by this Amendment is referred to herein as the "**Lease**".

**WHEREAS**, In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of the effective date of this Amendment Landlord and Tenant hereby agree as follows:

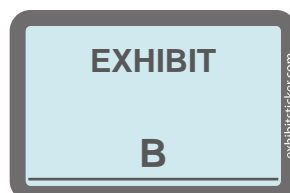
1. Landlord. Article I, Section I of the Original Lease is hereby amended to read as follows:

**"LANDLORD"**: BCC UBC LLC, a Texas limited liability company

**"NOTICE ADDRESS"**: 901 S. Mopac Expressway  
Plaza I. Suite 160  
Austin, Texas 78746  
Attn:

2. Lease Term and Termination Date. Effective April 30<sup>th</sup>, 2019, Article 1, Section 4 of the Original Lease is hereby amended to provide that the Lease Term is 198 months, and that

University Business Center- Free Speech 6<sup>th</sup> Amendment to Lease



the Termination Date is December 31, 2024.

3. Exhibit "D" Base Rent Schedule. Effective April 30<sup>th</sup>, 2019, Exhibit "D" Base Rent Schedule of the Original Lease is hereby replaced by Exhibit "D" Base Rent Schedule attached to this Amendment.

A. The Base Rent for January 1<sup>st</sup>, 2018 through December 31<sup>st</sup>, 2019 is \$30,493.21.

B. The monthly Base Rent for the first year of the extension Lease Term shall be equal to 103% of the monthly Base Rent for the immediately preceding period, and

C. The monthly Base Rent for each subsequent year of the extension Lease Term shall be equal to 103% of the monthly Base Rent for the period immediately preceding such subsequent lease year.

4. Renewal Option. Effective as of the execution of this Agreement, Tenant has exercised its final Renewal Option and no such options remain under the Lease.

5. No Default. Landlord and Tenant hereby affirm that as of the Effective Date no breach, default, uncured Event of Default, or other act, error, or omission which, with the giving of notice or passage of time or both, would constitute a breach or Event of Default by either party has occurred and is continuing under the Lease.

6. Affirmation of Lease Terms. Except as modified by this Amendment, Landlord and Tenant hereby ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to "the Lease" or "this Lease" in the Lease shall mean the Lease as modified by this Amendment.

7. Mutual Authorization Representation. Each of Landlord and Tenant hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper written corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

8. Miscellaneous.

(a) Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein.

(b) Amendment and Modification. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

(c) Further Assurances. Each of the Parties shall deliver to the other any further instruments or documents which may be reasonably required to establish to the satisfaction of the other party that it has agreed to be bound by and become liable under the terms and conditions of the Lease and this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

**LANDLORD:**

BCC UBC LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: KEITH BUCHANAN

Title: MANAGER

**TENANT:**

Free Speech Systems LLC, a Texas liability company

By: \_\_\_\_\_

Name: Alex Jones

Title: OWNER



EXHIBIT "D"  
Base Rent Schedule

- (i) for the period commencing on January 1<sup>st</sup>, 2020, and continuing through December 31<sup>st</sup>, 2020, Base Rent shall be \$31,493.21 per month; and
- (ii) for the period commencing on January 1<sup>st</sup>, 2021, and continuing through December 31<sup>st</sup>, 2021, an amount equal to \$32,435.45 per month; and
- (iii) for the period commencing on January 1<sup>st</sup>, 2022, and continuing through December 31<sup>st</sup>, 2022, Base Rent shall be \$33,408.51; and
- (iv) for the period commencing on January 1<sup>st</sup>, 2023, and continuing through December 31<sup>st</sup>, 2023, an amount equal to \$34,410.77 per month; and
- (v) for the period commencing on January 1<sup>st</sup>, 2024, and continuing through December 31<sup>st</sup>, 2024, Base Rent shall be \$35,443.09; and